

notwithstanding, the rights described herein are subordinated to and shall be unenforceable against any water rights presently perfected or approved under State law with priority dates prior to January 1, 1998.

10. For those water sources encompassed within Cedar Breaks National Monument and tributary to the Cedar City Valley drainage (Area 73), the State Engineer will prepare a Proposed Determination for the Water Rights of Cedar Breaks National Monument, and the parties hereto will cooperate to obtain an interlocutory decree. If the parties are not successful in securing such interlocutory decree, this Agreement shall nevertheless remain binding among the parties hereto until a final decree is issued covering these water rights. There is no active water adjudication in the Upper Sevier River drainage (Area 61). When an adjudication is undertaken in this drainage area, the water rights within Cedar Breaks National Monument as set forth in this Agreement and tributary to the Sevier River, will be included in a Proposed Determination for submission to the Court. Until such time, the provisions of this Agreement related to Upper Sevier River drainage area shall be binding on the parties hereto.

11. If any provision of this Agreement is found to be unlawful and of no effect, the remaining provisions shall remain in effect and fully binding on the parties, and if necessary, the parties hereto shall resume negotiations to revise any such unlawful provision.

12. Upon a proper showing of necessity, the provisions of this Agreement may be modified only upon the mutual consent of the parties to this Agreement, which consent shall not be unreasonably withheld.

13. Because of the unique nature of Cedar Breaks National Monument, nothing in this Agreement shall constitute an admission, waiver or precedent as to any party for any